

FULTON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

**THURSDAY
MAY 26, 2011
8:00 A.M.**

PLANNING DEPARTMENT CONFERENCE ROOM

MEETING NOTES

PRESENT:

JOE GILLIS, CHAIRMAN
FRAN REED, TREASURER
TODD RULISON, SECRETARY
WILLIAM SULLIVAN, MEMBER
ARLENE M. SITTERLY, MEMBER
JOSEPH SEMIONE, MEMBER
JAMES MRAZ, IDA EXECUTIVE DIRECTOR
KARA LAIS, FITZGERALD, MORRIS, BAKER, FIRTH, P.C.
JACK WILSON, LIAISON

I. MINUTES FROM MARCH 9, 2011 MEETING:

MOTION : Accept as presented.
MADE BY : William Sullivan
SECONDED : Todd Rulison
VOTE : Unanimous

II. BUDGET REPORT:

MOTION : Accept as presented.
MADE BY : Arlene Sitterly
SECONDED : Fran Reed
VOTE : Unanimous

III. COMMITTEE REPORTS:

A. Nominating Committee:

- No report.

B. Audit Committee:

- Audit Committee met on March 25, 2011 with the West & Company to review 2010 Audit and Financial Statement.
- West & Company reported that they issued an “Unqualified Opinion” which is the best opinion the IDA could receive.
- West & Company acknowledged that they had no disagreements with management in preparing the 2010 Financial Statement.
- The 2010 Financial Statement was filed under PARIS by the March 31, 2011 deadline.

C. Governance Committee:

- No report.

D. Finance Committee:

- No report.

IV. OLD BUSINESS:

A. 1988 Incubator Building Project in Crossroads Industrial Park:

1. Status Report:

- In 1988, the IDA provided lots 7 and 4 totaling 5.17 acres in the Crossroads Industrial Park to the Crossroads Incubator Corporation (CIC), at no cost, to use to construct a proposed Incubator Building on the condition that the payment for the lots would be deferred until the property was sold. The lot sale price in 1988 was \$10,000/acre. Total price was \$51,700.
- The 5.17 acres was sold by the CIC to STAG in 2007 for \$18,000/acre or a total of \$93,060.
- At the March 9, 2011 IDA meeting, Mark Kilmer, President of the CIC, discussed the CIC’s efforts to verify what the IDA and CIC agreed to regarding this land transaction.
- At that meeting, IDA members asked Mark Kilmer to have the CIC send the IDA a letter acknowledging that it owes the IDA for the sale of Lots 4 and 7 and that the CIC provide the IDA with a down payment.
- No letter or down payment has been received by the IDA.
- Subsequent to the March 9th IDA meeting, the CIC found two (2) related documents.
 1. A February 1, 1988 Collateral Security Mortgage in the amount of \$51,700. This mortgage was signed by the CIC but not the IDA. There was no signature line for the IDA to sign.
 2. A Discharge of Mortgage Dated December 26, 2001 signed by the Chairman of the IDA.
- Subsequent to the March 9th IDA meeting, the IDA found in its 1991 Audited Financial Statement an Auditor’s Note which stated:

“Crossroads Phase I – Lots #4 and 7, and building were sold to Crossroads Incubator Corporation, a not-for-profit corporation. Fulton County Industrial Development Agency holds a deferred note of \$51,700 which represents the selling price. In the event the land and building are sold to a third party, Crossroads Incubator Corporation will be liable to Fulton County IDA for the \$51,700 note, plus interest. Otherwise, Crossroads Incubator Corporation has the land and building, without payment, indefinitely.”

- To date, the CIC and IDA have not found a copy of the Deferred Note referred to in the IDA’s 1991 Financial Statement.
- The CIC has found no records of a payment(s) made to the IDA regarding this lot sale.
- The IDA has no record of receiving any single payment of \$51,700 or any combination of payments totaling \$51,700.
- No other documents have been identified or found by the CIC or IDA.
- On May 17, 2011, Jim Mraz sent an e-mail to CIC requesting an up-to-date status report on what, if any, additional documentation the CIC may have found.
- On May 25, 2011, the IDA received a letter response from Mark Kilmer: See handout.

IDA DISCUSSION: Jim Mraz reviewed the information on the Agenda. He reviewed the Collateral Security Mortgage, Discharge of Mortgage and the Note from the IDA’s 1991 Audited Financial Statement. He stated no one has found the Deferred Note referred to in the IDA’s 1991 Financial Statement. He stated the reference to a Deferred Note in the 1991 Financial Statement was made after the Collateral Security Mortgage was signed in 1989. Kara Lais stated that the Deferred Note is, in all likelihood, the document that should have been executed between the CIC and IDA. She stated that the Collateral Security Mortgage is only signed by the CIC, which is what would be expected.

Jim Mraz stated that the IDA received, on May 25th, a letter from Mark Kilmer, President of the CIC, a copy of which was distributed to all IDA members. IDA members discussed the two (2) paragraphs in the letter which discussed some additional information that the CIC offered regarding this matter.

IDA members felt that the CIC’s letter indicates that they believe the IDA has been paid for sale of Lots #4 and #7 because of the existence of a signed Discharge of Mortgage. Jim Mraz stated, however, that while there does exist a Discharge of Mortgage, there are no records in the IDA’s possession verifying that a payment in the amount of \$51,700 was ever received by the IDA for these lot sales. He stated the Discharge of Mortgage was dated December 26, 2001. He stated the 2001 and 2002 IDA’s Audited Financial Statement do not contain an entry or reference to the receipt of a payment in the amount of \$51,700. He stated that the IDA’s internal records and the IDA Treasurer’s revenues receipts for 2001 and 2002 contain no record of the receipt of \$51,700 in 2001 and 2002. Lastly, he stated there was no reference in the IDA Meeting Minutes authorizing the Chairman to execute a Discharge of Mortgage nor was there any reference or acknowledgement of the receipt of a payment in the amount of \$51,700 for Lots #4 and #7. He concluded by saying that even though there may be a Discharge of Mortgage, the IDA has no record or receipt for receiving a \$51,700 payment referenced in the Discharge of Mortgage. IDA members felt that the lack of any record verifying the receipt of a \$51,700 payment indicates the IDA is still owed a payment based upon the terms of the Deferred Note.

Kara Lais stated that the CIC’s letter indicates that they have asked NBT Bank to obtain a copy of any cancelled check that may exist regarding this lot sale payment. She recommended that the IDA request a copy of whatever records the bank finds. It was the consensus of all IDA members present that the IDA

request that the CIC provide it with whatever documentation it may obtain from this bank regarding this lot sale payment. IDA members also asked Kara Lais to determine if the IDA can independently request copies of cancelled checks from the bank on this matter.

Jim Mraz recommended that the IDA send a follow-up communication to the CIC verifying that the IDA still believes the CIC owes the IDA an amount for Lots #4 and #7 and expects to be paid for them. He stated he thinks this would be important to do to have an audit trail showing the IDA's due diligence in trying to bring this matter to closure. It was the unanimous consensus of all IDA members present to send such a letter.

IDA ACTION:

MOTION: To authorize the Chairman to send a letter to the CIC acknowledging the IDA's position that it believes it's still owed money by the CIC for the sale of Lots #4 and #7 based upon the terms of the Deferred Note and requests that the IDA be provided a copy of all records NBT provides to the CIC.

MADE BY: William Sullivan

SECONDED: Todd Rulison

VOTE: Unanimous

B. 2011 Marketing Agreement with the Fulton County Economic Development Corporation:

1. Background:

- The IDA has annually entered into a Marketing Agreement with the Fulton County Economic Development Corporation (EDC).
- The EDC markets the IDA's land in the Crossroads Industrial Park, Johnstown Industrial Park and Crossroads Business Park.

2. ABO Recommendations:

- The ABO's Compliance Review Report offered several recommendations regarding the IDA's Marketing Agreement with the EDC:
 - The IDA Board should evaluate whether its Marketing Agreement with the FCEDC continues to be beneficial to the IDA.
 - The IDA should require the FCEDC to provide regular marketing reports and updates in accordance with the Marketing Agreement.
 - The IDA should receive the gross proceeds from all property sales to ensure that payments are made to all involved parties in accordance with the Marketing Agreement.
 - The IDA should ensure that FCEDC is paid the appropriate amount for its services, as governed by the terms of the Marketing Agreement, and based on appropriate supporting documentation.

3. Status:

- At the March 9th meeting, IDA Board members directed Jim Mraz to draft a new Marketing Agreement that included the following changes:
 - a. When a lot sale occurs, the total lot sale payment should be made to the IDA. The IDA would then be responsible for distributing that lot sale payment in accordance with the Marketing Agreement and the agreement the IDA has with the City of Johnstown.
 - b. The IDA shall be reimbursed the \$5,000 payment it makes to the EDC for marketing purposes from a lot sale.
 - c. A running balance be kept on these \$5,000 payments, so that if several years go by and no lot sales occur, that there is a running balance of the amounts paid by the IDA to the EDC. Once the next lot sale took place, the IDA would, at that time, be reimbursed for the total balance owed it.
 - d. The EDC's reporting requirements should be clarified.
 - e. The IDA should have input into the EDC's marketing strategies/plans.

4. Review revised Marketing Agreement.

- See handout.

IDA DISCUSSION: Jim Mraz reviewed the draft Marketing Agreement with IDA members. It was recommended that the one section be amended regarding rolling over the annual Basic Fee in the event that there are no lot sales made in a particular year.

Jim Mraz stated that this Agreement will be for two (2) years. Previous agreements were for one (1) year. He asked IDA Board members if they were comfortable with a 2-year agreement. All IDA members present stated this to be acceptable.

Jim Mraz stated that he recently sent this agreement to Mike Reese for his review. Mike Reese sent him an e-mail response stating that the revised agreement was acceptable.

IDA ACTION:

MOTION: To authorize the Chairman to execute the revised Marketing Agreement for 2011 through 2012.

MADE BY: William Sullivan

SECONDED: Arlene Sitterly

VOTE: Unanimous

C. Finkle Project in Johnstown Industrial Park:

1. 2010 PILOT Payments:

- CIC owed local taxing jurisdictions for 2010 PILOT payments:

Fulton County	:	\$ 30,816.45
City of Johnstown	:	\$ 46,380.60
FF School District (2009-10)	:	\$ 61,966.37
Total	:	\$139,163.42

- At its March 9th meeting, Mark Kilmer confirmed that:
 1. The CIC did receive \$50,721.08 from Finkle in 2010 for PILOT payments but had not distributed those funds to local taxing jurisdictions.
 2. The CIC has filed a lawsuit against Finkle seeking the balance of the 2010 PILOT payments it owes to the CIC.
- At that March 9th meeting, the IDA passed a motion requesting a letter from the CIC verifying that:
 1. Within 30 days, the CIC shall equitably distribute the \$50,721.08 the CIC did collect in 2010 from Finkle in prorated PILOT payments to the Fonda-Fultonville School District, Fulton County and City of Johnstown. The CIC was to provide the IDA with copies of the payments made to each taxing jurisdiction.
 2. Within 30 days, the CIC shall submit to the IDA a plan for submitting the balance of the 2010 PILOT payments owed to the three (3) local taxing jurisdictions and the CIC's schedule for making these payments.
- On March 18, 2011, Jim Mraz sent the CIC a letter asking for the letter the IDA requested.
- On May 25, 2011, the IDA received a letter response from Mark Kilmer: See handout.
- On May 3, 2011, the CIC wrote a check in the amount of \$92,775.62 to the City of Johnstown to distribute the PILOT payments it did collect in 2010. This amount differed from the \$50,721.08 the IDA was previously advised was available. This payment was distributed as follows:

Local Taxing Jurisdiction	Total Paid	Balance Due
FF School District	\$ 61,996.37	\$ 20,653.39
City of Johnstown	\$ 46,380.60	\$ 15,458.48
Fulton County	\$ 30,816.45	\$ 10,275.93
Total:	\$ 92,775.62	\$ 46,387.80

- The City of Johnstown will distribute the payments to Fulton County and the FF School District.

2. 2011 PILOT Payments:

- Mike Gifford, City Treasurer, has advised the IDA that the CIC has not paid the following 2011 PILOT payments that were due on April 30, 2011:

FF School District (2010-11)	:	\$ 62,565.12
City of Johnstown	:	\$ 47,769.75
<u>Fulton County</u>	:	<u>\$ 34,927.20</u>
Total	:	\$145,262.07

3. Title Search:

- KCS Abstract has been asked to conduct a Title Search on the Finkle property.

IDA DISCUSSION: Jim Mraz reviewed the information on the Agenda. He stated he met with Kara Lais on 5/23/11 to review the IDA's legal options. He reviewed the legal options the IDA has available. He stated that these delinquent PILOT payments represent a default of the CIC's Lease and PILOT Agreements with the IDA.

There was a lengthy discussion regarding the potential impacts the mortgage that the CIC has on this property could have on the options available to the IDA for dealing with the CIC being in default. Jim Mraz stated that he directed KCS Abstract to conduct a title search on this property in hopes of finding and obtaining a copy of the existing mortgage and any other liens that may exist against this property. Kara Lais stated that she recommended that the IDA not take any formal action regarding this matter until such time as that mortgage has been reviewed for its potential impacts. It was also agreed that once this mortgage is identified, that the IDA should meet with the bank to discuss the terms and conditions of the mortgage and what are the options that are available with the bank for, again, dealing with the delinquent PILOT payments.

It was the unanimous consensus of all IDA members present to have Kara Lais, IDA Attorney, send a letter to the CIC advising them of the IDA's concerns regarding the delinquent PILOT payments, that the IDA's currently investigating its legal options for how to deal with this situation and ask for a plan and schedule for how the CIC is going to pay the delinquent PILOT payments.

V. NEW BUSINESS:

A. Request from FAGE to Purchase Parcel of Land:

1. Background:

- FAGE has requested to purchase a 1.15 acre parcel of land from the IDA from Lot #20.
- FAGE desires to utilize this land as part of a new entrance into their property as part of their expansion plan.
- Sale Price : \$20,000/acre x 1.15 acres = \$23,000
- FAGE will have parcel surveyed and deed prepared.
- FAGE will also pay IDA's legal fees generated by Kara Lais and Fitzgerald, Morris, Baker, Firth, PC for representing the IDA in this transaction.
- IDA and FAGE will need to execute Property Sale Contract and Deed.

- FAGE will need to pursue 2-lot subdivision with City of Johnstown Planning Board.

IDA DISCUSSION: Jim Mraz reviewed the request from FAGE to purchase a piece of land from the IDA from Lot #20. He stated this request is part of FAGE's plans for a future expansion of its building.

IDA ACTION:

MOTION: To authorize the sale of 1.15 acre of land on Lot #20 in the Johnstown Industrial Park to FAGE at the total cost of \$23,000/acre on the condition that FAGE pays for IDA Attorney fees, surveys and deed preparation, all closing costs, execute a property sale contract with the IDA and obtains a 2-lot subdivision approval from the City of Johnstown.

MADE BY: Fran Reed
 SECONDED: William Sullivan
 VOTE: Unanimous

B. Request from STAG (Single Tenant Acquisition Group) to Assign Catalyst Sublease:

1. Background:

- IDA currently leases the property at 190 Enterprise Drive to STAG.
- STAG in turn subleases the property to Catalyst International NY, LLC.
- STAG has advised the IDA it desires to assign this sublease to a new tenant.

2. Application for Sublease Approval:

- In accordance with the IDA's newly-adopted policy dealing with approving subleases, the IDA advised STAG to complete and submit an Application for Sublease Approval.
- STAG has filed said Application with the IDA.
- Application requests authorization to assign STAG's sublease with Catalyst to Shawmut Ventures, LLC of West Bridgewater, MA.
- Review Application.
- See handout.

IDA DISCUSSION: Jim Mraz reviewed the information on the Agenda regarding the Application for Sublease Approval received from STAG requesting signing its Sublease with Catalyst to Shawmut Ventures, LLC. He stated the application is the same one that he e-mailed to all IDA members recently for their review and consideration. A question was asked about why the Application for Sublease only calls for the sublease to be approved through October 30, 2011. Jim Mraz stated that that is the term of STAG's current sublease with Catalyst. He stated that STAG has advised that, at present, Shawmut Ventures is not expected to renew its sublease with STAG. If this occurs, STAG will be searching for a new tenant for this property. Once STAG found a new tenant, STAG would, if it was still leasing the property from the IDA, have to file a new Application with the IDA.

IDA ACTION:

MOTION: To approve the Application for Sublease Approval and to authorize the Chairman to execute it.

MADE BY: Arlene Sitterly

SECONDED: Todd Rulison

VOTE: Unanimous

C. Request for Early Termination of Six (6) Certain STAG Leases:

1. Background:

- The IDA currently leases nine (9) properties to STAG. These (9) leases all have different termination dates. However, all of the leases contain standard language giving STAG the right to request an early termination of all Lease Agreements.
- Article XI of each Lease contains language dealing with early termination of the lease. The language reads as follows:

SECTION 11.1. EARLY TERMINATION OF THE LEASE AGREEMENT. (a) If any of the following events shall occur, the Company shall have the option, at any time, to purchase the Facility and terminate this Lease Agreement, without penalty or premium, upon compliance with the requirements set forth in Section 11.2 hereof:

- (i) Tenant elects to terminate the Sublease Agreement under Section 11.1(a)(1) thereof; or
- (ii) Tenant elects to terminate the Sublease Agreement under Section 11.1(a)(2) thereof; or
- (iii) Exercise of the Option to Purchase the Project Facility or the Right of First Refusal granted by the Company to the Tenant, as described in the Sublease Agreement; or
- (iv) Exercise of the Option to Purchase the Project Facility by the Company, as hereinafter described;

(b) The Agency hereby grants to the Company the Option to Purchase the Project Facility, after 90 days written notice to the Agency and payment per year of occupancy under this Lease Agreement, exercisable at any time after the twelfth year hereof.

SECTION 11.2. CONDITIONS TO EARLY TERMINATION OF THE LEASE AGREEMENT. To exercise such option, the Company shall within ninety (90) days following the event authorizing such termination, give written notice to the Agency and the Lender and shall specify therein the date of termination.

SECTION 11.3. CONVEYANCE OF PURCHASE. At the closing of the purchase of the Project Facility pursuant to Section 11.1 hereof, the Agency shall, deliver to the Company all necessary documents (a) to convey to the Company title to the Property being purchased, as Property exists, subject only to the following: (i) any Liens to which title to such Property was subject when conveyed to the Agency, (ii) any Liens created at the request of the Company, to the creation of which the Company consented or in the creation of which the Company acquiesced, (iii) any Permitted Encumbrances and (iv) any Liens resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease Agreement or arising out of an Event of Default, (b) to release and convey to the Company all of the Agency's rights and interest in and to any rights of action or any Net Proceeds of insurance or Condemnation awards with respect to the Facility, and (c) to discharge and release any security interest held by the Agency and to release any other liens or encumbrances held by the Agency and not set forth above. Upon delivery of such title by the Agency, the Company shall deliver a release and agreement that the exculpation provisions and the obligations

of the Company in Sections 5.3(b) and 8.2 hereof, together with the obligation to insure the same, shall survive such conveyance on purchase of the Facility.

2. Request for Early Termination:

- On May 6, 2011, the IDA received a letter from STAG formally advising that STAG is exercising its right of early termination of six (6) Leases and Ground Leases. Per Section 11.1 of the leases, the IDA and STAG must complete the process to terminate these leases within 90 days or August 6, 2011.
- The six (6) Ground Leases requested for early termination include:

A. Johnstown Industrial Park:

- | | | |
|-------------------------|---|--|
| 1) 150 Enterprise Drive | : | Lease Agreement dated November 1, 1991 |
| 2) 161 Enterprise Drive | : | Lease Agreement dated May 15, 1995 |
| 3) 190 Enterprise Drive | : | Lease Agreement dated October 1, 1997 |
| 4) 231 Enterprise Drive | : | Lease Agreement dated March 1, 1995 |
| 5) 6 Clermont Street | : | Lease Agreement dated December 1, 1993 |

B. Crossroads Industrial Park:

- | | | |
|---------------------|---|---|
| 1) 125 Balzano Road | : | Lease Agreement dated September 1, 1993 |
|---------------------|---|---|

3. Impacts of Early Termination of Lease Agreements:

- The existing Leases and PILOT Agreements would be terminated.
- The six (6) properties would no longer be tax exempt.
- The six (6) properties would immediately return to the tax rolls.
- The six (6) properties would start making property tax payments and not PILOT payments.
- The IDA would no longer have to report these projects under PARIS after 2011.

4. Documents that will have to be executed by IDA for each individual project:

- Deed.
- TP-584 Form
- RP-5217 Form.

5. IDA Legal Fees:

- STAG has verbally agreed to pay IDA's legal fees to be generated by Kara Lais and Fitzgerald, Morris, Baker, Firth, PC for representing the IDA in this transaction.

6. Payment Due IDA:

- Each lease to be terminated includes a provision whereby a payment is due the IDA if the lease is terminated early.
- Currently working with STAG to confirm payments due for each Lease.

7. Notification to Local Taxing Jurisdictions:

- On May 25, 2011, Jim Mraz sent letters to all affected local taxing jurisdictions advising them of STAG's request for early termination of six (6) leases and confirmation on whether any delinquent PILOT, water/sewer or other payments exist on these six (6) affected properties.

8. Presentation by Kara Lais, IDA Counsel:

A. Legal opinions on:

- 1) Does STAG have the right to pursue an early termination of these Leases?
- 2) Is the IDA required to approve these requests?
- 3) Is the IDA required to notify the ABO in accordance with Section 2897(6)(d) of the Public Authorities Law requiring Public Authorities to submit to the ABO a written explanation of the circumstances involving the disposal of property through a negotiated transaction within 90 days of the transaction?
- 4) Is this transaction subject to the IDA's Policy No. 6 regarding Property Dispositions?

B. Review Procedure Completing this Transaction.

9. Review Sample Resolution:

- See handout.

10. Questions and Answers:

IDA DISCUSSION: Jim Mraz reviewed the information on the Agenda regarding this request. Kara Lais reviewed her opinions on the four (4) items listed under 8A in the Agenda. Her opinions were as follows:

- 1) Does STAG have the right to pursue an early termination of these Leases?

Yes. Section 11.1 of all of the leases STAG the right to request an early termination of the Lease. The language is such that STAG can request an early termination at any time during the term of the Lease.

- 2) Is the IDA required to approve these requests?

Yes. The IDA must comply with the requirements of Section 11.1 of the Lease. The language in that Lease requires the IDA to approve this request subject to all Lease, PILOT and other payments having been made and all other terms and conditions of the Lease and PILOT Agreements being satisfied.

- 3) Is the IDA required to notify the ABO in accordance with Section 2897(6)(d) of the Public Authorities Law requiring Public Authorities to submit to the ABO a written explanation of the circumstances involving the disposal of property through a negotiated transaction within 90 days of the transaction?

No. This transaction involves a contractual provision and does not meet the thresholds stipulated in the Public Authorities Law requiring this transaction to be submitted to the ABO. This transaction involves a provision of a contract and does not represent a sale.

- 4) Is this transaction subject to the IDA's Policy No. 6 regarding Property Dispositions?

No. The IDA's policy does state that any conveyance requires an appraisal of the property. The intent of the policy is to establish what the fair market value is of the property to be sold. In this instance, there is no fair market value in question with respect to this conveyance. This is a contractual provision that stipulates how the property can be conveyed. There is no need for an appraisal for this type of a transaction. As a result, the IDA's policy will not require that this transaction be handled in accordance with it.

Jim Mraz asked IDA members if they were comfortable with Kara Lais' opinions regarding this transaction being subject to the IDA's Policy No. 6. It was the unanimous consensus of all IDA members present that this proposed transaction does not need to comply with IDA's Policy No. 6 regarding property disposition since this transaction involves the execution of a provision of a contract and is not a sale of an asset or that would require an appraisal.

A question was asked as to why STAG is proposing to terminate these leases early. Kara Lais suggested that it could be as a result of STAG's intent or desire to want to sell one of these properties in the near future or that it may be trying to borrow off these properties to raise capital for other property acquisitions it is trying to make. STAG's ability to borrow would be maybe contingent upon it having title to these properties, which is why they are seeking an early termination of the Lease.

Jim Mraz reviewed a sample resolution that Kara Lais' office has prepared for this transaction. He stated that there will be a separate resolution prepared for each Lease termination. He asked IDA members if they had any questions on the form and content of the resolution. There were no comments. Jim Mraz then asked IDA members if they wanted to have any additional information included into the draft Resolution. No additional information was identified by IDA members to have included into the draft resolution.

Jim Mraz stated that this transaction will need to be completed by August 6, 2011. He stated that the IDA will need to meet again to act on each of these resolutions. This meeting will be scheduled once all of the documents that need to be executed have been prepared and ready for IDA's review and approval. Jim Mraz stated that he asked Kara Lais to e-mail to STAG's attorney asking for a written confirmation from STAG that they will pay for the IDA Attorney's fees and closing costs associated with this transaction. He stated that Kara Lais has sent this e-mail but no response has been received to date. He stated that if a response is not received soon, he would be sending a letter to STAG stipulating that the condition to the IDA's approval of this request for early termination would be that STAG must pay for IDA attorney fees and closing costs. It was the consensus of all IDA members present to have Jim Mraz send a letter to STAG asking for their written commitment to pay IDA Attorney fees and closing costs and to verify that they agree with the total payment due the IDA.

VI. OTHER BUSINESS:

A. Status Reports:

1. Regional Business Park.

DISCUSSION: Jim Mraz stated that Mike Reese is trying to get the City of Johnstown and Town of Mohawk back together to restart negotiations. He stated that the County of Fulton contributed \$135,000, along with the IDA's commitment to \$15,000 towards the \$300,000 that was allocated between the two (2) counties for this project. He stated that if negotiations between the City and Town do not get resolved by the end of this year, the County's funds appropriated in 2011 could be lost. He stated that he is submitting a Capital Project Request to the Fulton County Board of Supervisors asking that the 2011 monies be rolled over into 2012 in the event that the project does not start in 2011. He asked IDA members if they would be willing to authorize having the Chairman send a letter to the Board of Supervisors recommending that the County's funds be rolled into 2012 and that the IDA would continue to make its \$15,000 commitment to this project in 2012. It was the unanimous consensus of all IDA members present to have the IDA Chairman to send such a letter to the Board of Supervisors.

2. Proposed CG Roxane Water Bottling Plant Project.

DISCUSSION: Jim Mraz provided a brief status report on the work CG Roxane is doing with its proposed Water Bottling Plant Project.

VII. CLOSE MEETING:

MOTION	:	To close the meeting.
MADE BY	:	Arlene Sitterly
SECONDED	:	Fran Reed
VOTE	:	Unanimous
TIME	:	10:35 a.m.